1:Gallin E-4,5 (1957-1958) 1966
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the Legislative Yuan on May 25, 1951, and promulgated by the President of the Republic of China on June 7, 1951. Although it did not eliminate all abuses of tenants, it went a long way toward this end in the Hsin Hsing area as in all of Taiwan.

The act strictly enforced the rent reduction policy, holding land rent to 37.5 percent of the main annual crop. Production was predetermined on the basis of two crops a year in the Hsin Hsing area. Under its provisions any increase in production brought about through the tenant's own efforts benefited the tenant only, not the landlord. The rent was still to be paid in kind and in two installments, one after each harvest. The act also contained rules for rent reductions in cases of crop failure, specifying that the "Farm Tenancy Committees" of the area should investigate each case, determine the extent of the crop failure, and stipulate the amount by which the rent should be reduced. "If, owing to crop failure, the total yield is less than 80 per cent of the normal yield, the entire rent payment shall be remitted" (T'ang, 1954:225).

More important, the 1951 act provided security never before known by the Taiwanese tenant farmer. The tenant's right to work the rented land without fear of being evicted by the landlord was secured by a minimum six-year contract. The law even provided that when the six-year lease expired, the landlord could not take back the land for self-cultivation if he could not cultivate it himself, if his income was already sufficient to support his family, or if the tenant and his family, by loss of the leased land, would lose their means of livelihood (Chang, 1954:22–23).

With the tenant's security on the land protected, he no longer had to kowtow to his landlord or attempt to maintain good *kan-ch'ing*. Today, it is common to hear a tenant, formerly courteous to his landlord whether he liked him or not, actually curse him when he comes in his own wagon to collect and load the tenant's land rent. (The tenant formerly delivered the rent to the landlord.) On one such occasion in Hsin Hsing, K'ang, a landlord from another village, came to pick up his rice rent. In Mandarin, the name is pronounced K'ang, but in the local Taiwanese dialect, it is pronounced K'ung. But *K'ung* in Taiwanese also means stupid. The Hsin Hsing tenant, while watching the landlord load the rice in his wagon, laughingly repeated over and over for all to hear, "K'ung K'ung is here for the rent." It was obvious to everyone including the landlord that the tenant was punning on his name. While the others stood around and laughed, the landlord continued his work without a word.

The 1951 act also eliminated many other abuses of tenants by landlords. The landlord could be imprisoned if he forced the tenant by duress or force to give up the land. Collecting farm rent or deposit

1:Gallin E-4,5 (1957-1958) 1966
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ments to the government; the amount of these payments did not exceed the 25 percent of the crop paid in rent, but as an owner, the farmer was responsible for taxes and other charges. The financial benefits of ownership would thus not accrue to the new owner until the entire purchase price was paid off in ten years. The sale was important and contributed to the landownership of a few former tenant families in Hsin Hsing. However, it was far less important and attracted less interest than the Land-to-the-Tiller Act which went into effect in 1953 (Chang, 1954: 60–61).

The Land-to-the-Tiller Act of 1953

Under the act, the government was given authority to expropriate the land of landlords and to create owner-farmers. Basically, it provided for government purchase of certain tenant-cultivated lands for the purpose of resale to the tenant-cultivators. In the Hsin Hsing village area, where most of the land is of medium grade, most landlords could retain a maximum of three *chia* (7.2 acres) of paddy land or six *chia* (14.4 acres) of dry (nonirrigated) land. The purchase price of the expropriated land was "fixed at 250 per cent of the total annual main crop yield (the standard volume of main crop as stated in the earlier 37.5 per cent rent contract). Of the purchase price, 70 per cent paid to the landlord is in land bonds and 30 per cent in government enterprise stockshares" (Chang, 1954:65).

The government's "resale price" of the land to the former tenant "is the same as the purchase price, plus a 4 per cent interest per annum and is to be amortized by the purchaser in ten equal annual installments" (Chang, 1954:65–66). Former tenants make a total of twenty semiannual payments, one after each harvest. The payments can be in rice for paddy land, or in cash for dry land, based on the current value of sweet potatoes. According to the law, "the average annual burden to be borne by the purchaser shall not exceed the burden on the same grade of land presently borne by the tenant farmer under the 37.5 per cent rent reduction program" (T'ang, 1954:190).

There was a general restriction written into the Land-to-the-Tiller Act to prevent the reaccumulation of land by large landholders or the manipulation and shifting of ownership of land reform land. It stipulates that "any purchaser who has acquired land under this Act shall not transfer the land to any other person before the purchase price is fully paid; transfer of land, after its purchase price is fully paid, shall be permitted only when the transferee can till the land himself or can use it for industrial purposes" (T'ang, 1954:191, translation of the Law, Chapter IV, Article 28). This means that technically there is no limitation on the amount of land that may be purchased and accumulated, except that the purchaser must have the ability to cultivate it.

1:Gallin E-4,5 (1957-1958) 1966
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Hsing villagers had been reduced to slightly over 16 *chia*. Almost 4 *chia* of the privately owned portion of tenant land had been sold by the owners to their Hsin Hsing tenants after the 1951 Rent Reduction Act (and before the 1953 act of expropriation). More than 2 *chia* of public land, eight plots rented to four Hsin Hsing villagers, were made available to these farmers for purchase over a ten-year period by virtue of the 1951 Land Act which governed the sale of public farmlands. And in 1953, under the Land-to-the-Tiller Act, the government purchased an additional 13.5 *chia* (in forty-six plots) of privately

TABLE 16

AREAS AND TYPES OF LAND CULTIVATED BY 90 HSIN HSING HOUSEHOLDS AFTER LAND REFORM, 1957

	Paddy field	Dry field	Total (*chia*)	Percent (*chia*)
Owner-cultivated	42.2545	2.6938	44.9283	73.4
Tenanted	14.9100	1.3825	16.2925	26.6
Total	57.1445	4.0763	61.2208	100.0
Percentage	93.3	6.7	—	—

TABLE 17

AREAS OF CULTIVATED LANDS IN HSIN HSING VILLAGE BEFORE AND AFTER IMPLEMENTATION OF LAND-TO-THE-TILLER PROGRAM

	Before implementation		After implementation (1957 records)	
	Area (*chia*)	Percent	Area (*chia*)	Percent
Owner-cultivated	25.8	41.9	44.9	73.4
Tenanted	35.7	58.1	16.3	26.6
Total	61.5	100.0	61.2	100.0

owned Hsin Hsing tenant land from the landlords and made it available to the 33 former tenants for eventual ownreship. One of these 33 families had also purchased public land under the 1951 act.

With the completion of the Land Reform Program of 1953, the land tenure picture for Hsin Hsing village had changed radically. According to the September, 1957, records, as a direct or indirect [8] result of the land reform, the amount of land leased by villagers was reduced by almost 55 percent from 35.7 *chia* of land in 1949 to 16.29 *chia* in 1957. Whereas in 1949 land leased by villagers had represented 58.1 percent of the total cultivated land, by 1957 it was reduced to 26.6 percent of the total. (See Tables 13, 14, 16, and 17.) (See Map 4 for distribution of village landholdings.)

1:Gallin E-4,5 (1957-1958) 1966
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Such purchases have a surface appearance of legality, but, strictly speaking, they are not. According to the 1953 law, land purchased from the government under the act can be sold by the original purchaser only after he has become a full owner by completing the twenty payments to the government. In current practice, the purchaser, using a middleman or a land broker, secretly gives the owner enough rice or money to cover the outstanding payments to the government. In addition, he gives him more money or rice to cover the payments already made, plus a substantial bonus. When all the remaining payments have been made, usually in one lump sum, the land is officially turned over to the new owner. By law he must be able to till the land himself. This should eliminate the likelihood of landlords engaging in such transactions. In Hsin Hsing village this method has so far been limited to the small landholder who through expanding financial resources has been able to buy additional land to support an expanding family. Such people cannot easily acquire land through completely legal means because of the decreased turnover of land since land reform.

However, some landlords in the area not only manage to purchase such land reform land by this method but manage to buy back their own land which, expropriated by the government, has since passed through several hands. They may then even rent it out, even though the law says that such expropriated land can only be sold to someone who will till the land himself. According to a reliable informant, this can be managed when the land has passed through several hands since 1953, so that the government agencies have lost track of it and are no longer aware of the history of its transfers. The Land Office responsible for such land can easily lose track of it. The land tenure data are recorded in the Land Office in so many different books and cards that it is difficult to maintain any adequate check on the transfers of individual plots of land. Besides this, not all the data are accurate, or even kept together in one office. In the Hsin Hsing village area for example, some records are kept in the Lukang Land Office and some in the Pu Yen Hsiang Public Office, according to a system for recording land tenure data prescribed by the provincial Land Office in Taipei. In addition, there seems to be little investigation by land agents of the ownership of lands in the area.

Probably the greatest source of purchaseable land since the land reform is private-ownership land which formerly belonged to large landholders. At the time of the expropriation in 1953, many landlords got their start in outside business or commerce, and many have since proved successful. As a result, many of them have sold more and more of the three *chia* of land which the 1953 law allowed them to retain, using the money for further investment in business or light industries. In the Hsin Hsing village area the lands of such former landlords have

1:Gallin E-4,5 (1957-1958) 1966
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000 [8] For a detailed description of the operation of such clubs and how some participants profit financially from them, see Fei (1939) and Embree (1939). Although the actual details are here somewhat different, the general idea and method are similar.

Chapter 4: Changing Land Tenure and Its Effect on Community Organization

Tn [217] Tn [647] [1] Land tenure records for the Hsin Hsing area are kept in the Lukang Land Office, the local branch of the Taiwan Provincial Land Bureau in Taipei. The Lukang office maintains sets of maps and many different forms on which are recorded all land tenure operations, including those of the land reform. However, only two types of land tenure record forms are kept fully up to date for each village.

Of these two, one type is the landownership card for privately owned land holdings. Files of these cards are maintained under three separate categories: "individual," "joint," and "corporate" ownership. There is a card in the name of each primary owner. The other type, which records all land operations by the villagers, is maintained in loose-leaf notebooks, one for each village. Each village family which owns and/or rents any land has a few pages in the book. The book is apparently kept for the purpose of observing annual variations in kind and amount of land cultivated as they relate to and affect the standard of living. Towards this end, it also indicates changes in the amount of livestock and farm equipment and the make-up of family population, but these items are not usually kept up to date.

[2] Tn [7] The Pu Yen Hsiang Public Office also keeps records which can be of help in determining the total village land tenure situation. These records, which are used by the Public Office for assessment purposes, include listings of landlord-tenant contracts, villagers who received land under the 1953 Land-to-the-Tiller Act, and general totals of land cultivated by the people in each village.

Tn [127] [3] During the post-land reform period (1953–1957), these figures remained almost constant, so that the above figures and those used from now on will be from the 1957 records, since that year's data are the most detailed.

[4] Some landlords sold their land before the act of expropriation.

T [656] [671] [5] The 0.5 *chia* of K'ang *tsu* land was not expropriated under the Land-to-the-Tiller Act of 1953. Article 8, category 5, of this act stipulates in section 1 that tenant-cultivated land owned by private individuals or family "clans" for purposes of ancestor worship be expropriated. However, as Wang (1964: 79) points out, sections 2 and 3 of Article 8 alter this part of the law. These sections stipulate that the landowning group, e.g., a *tsu*, may retain an amount of land sufficient to provide for the expenditures of ancestor sacrifices. The two sections also stipulate that all such land, if used for other purposes, be expropriated, noting that in the past such land and income derived from it were the source of a great deal of conflict and litigation. As a result of the ambiguity in the basic law and the added sections, implementation of it has varied from place to place according to the particular situation and idiosyncratic interpretation.

627 they must be skilled in inter-personal relations and since it takes time to build a reputation which includes all these specifications, particularly the last one, most good mediators are between the ages of 50 and 60.

671 The entire legal process in China, both formal and informal, seems to be more concerned with "reasonableness" and "fairness" than with hard definitions of "right" and "wrong." Decisions do not seem arbitrary and have a high level of predictability.

427 There are a number of kinds of local participation.
486 Special mediation boards are created for special purposes
672 such as dealing with disputes generated out of the various Land Reform Acts. A dispute between an owner and tenant over land illustrates the concept of justice. A villager owned .3 chia of paddy land which he operated primarily with hired labor while practicing a trade. He was drafted into the army and leased the land to another villager with several small children. The lease was up, his service was completed, and he wanted the land back although he was still unmarried and practicing his trade, but the tenant was poor and needed the land. Although technically the owner should have obtained the land, the board, recognizing the needs of the tenant, decided the lease should be extended for three more years. The lease is due to end again next year and there will be another board case because both parties still want the land. Since the owner

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With regard to divorce, Ch'ing law states that a man can divorce a woman for seven reasons which are known as the Ch'i Ch'u or Seven Ousts: (1) Failure to serve the husband's parents and disobedience to them. (2) Failure to give birth to a son. (3) Dissoluteness of manners. (4) Jealousy. (5) Malignant disease. (6) Loquacity. (7) Larceny (Chui, 1966:61-8). Adultery is not listed here but was also a compelling reason for divorce. However, in the same law may be found the San Pu Ch'u or Three Non-Ousts, reasons why a wife cannot be divorced by her husband except on the grounds of adultery: (1) Mourned her husband's parents for three years. (2) Husband's poor family became rich after marriage. (3) She has no home to return to (Chiu, 1966:69-71). Chiu makes the point repeatedly that according to the law, men have "an exclusive right of divorce in ancient China" (1966:58). Even in divorce by mutual consent, traditionally permitted in China, the divorce is "effected in the name of the husband" (1966:60). Other scholars consistently agree, i.e., "divorce became exclusively the man's privilege and was practically equivalent to repudiation of the wife by the husband" (Lang, 1946:40).

However, a careful reading of Ch'ing law together with analysis of a sample of court decisions, does not support the above argument. All of the above facts are true but important omissions were made. The usual presentation implies the husband had the power to divorce his wife on the

562 grounds of any of the Ch'i Ch'u unless she possessed a San
586 Pu Ch'u. Additional laws clearly point out that not all
671 such divorces were optional, i.e., divorce was sometimes mandatory. For example, one law states, "He who fails to divorce a wife who has committed a crime involving a breach of the marital relationship, shall be subject to 80 strokes" (Chiu, 1966:95). In other words, if a woman violated one of the Ch'i Ch'u and her husband refused to divorce her, he would be punished by receiving 80 lashes. A wife who wanted a divorce could misbehave, accuse her husband of failure to divorce, and effectually cause him to be punished with 80 lashes. This could be repeated until the divorce was received. In other words, a wife did have the means to obtain a divorce but it was not as easy for her to initiate a divorce action as it was for her husband and the process also required her personal misbehavior. Both Chiu (1966:96) and Alabaster (1899:183) cite examples of mandatory divorces due to women's actions and Barclay (1954:210-37) suggests divorce was often initiated by females.

114 Most authors have ignored the above mandatory aspect
562 of traditional Chinese divorce law. When a few have con-
586 sidered it, the seemingly overwhelming insistence on the
671 primacy of male perogatives results in an illogical or incomplete account. Lang for example notes three kinds of divorce including "divorce by the compulsion of the authorities" in one section (1946:40) but denies it in another

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section (1946:44), "Divorce, as already stated was entirely a man's privilege." But let me illustrate in greater depth with an extensive quotation from an otherwise scholarly account by a distinguished Chinese jurist and educator, Dr. Vermier Y. Chiu, Ph.D., D.C.L., Ll.B., M.A., Ph.B.:

> . . . the compulsory clause in the Ch'ing law of divorce, which makes it obligatory on the husband to divorce his wife when the latter is guilty of an offence involving a breach of the marital relationship which by law requires a divorce on pain of receiving 80 strokes on the buttocks if he fails to send her away, is both obnoxious and absurd. Whatever its motive might have been--such as, for instance, a desire to adhere to the doctrine of the "Three Obediences and Four Virtues of Women," to preserve the unity of the clan and to maintain the harmony of the family--the clause referred to is fraught with misgivings. In the first place, it is inconsistent with the husband's exclusive right of divorce, and in fact it interferes with his discretionary power of exercising or not exercising that right. Secondly, if the husband is magnanimous and has forgiven his wife who has been guilty of a crime involving a breach of the marital relationship--such as adultery, for instance, which is considered an unforgivable offence tending to disrupt the unity of the clan, disturb the harmony of the family and bring disrepute upon the husband--it will be highly ridiculous for the law to interfere and punish him for his magnanimity and his readiness to forgive, both of which are virtues respected by every Chinese. Besides, the clause in question is likely to encounter difficulties in enforcement because any deliberate act tending to alienate the affection of husband and wife is deemed an iniquity in China and magistrates are not, in conscience, too ready to take the responsibility upon themselves to forcibly sever husband and wife who are determined not to be separated.

Dr. Chiu recognizes that the law is "inconsistent with the husband's exclusive right of divorce." However, instead of logically concluding that this necessarily means man does not have an exclusive right to divorce, he calls the law

562 586 671 [114] 121 562 586 671 "obnoxious and absurd" and "fraught with misgivings" which it may well be but this is irrelevant to the fact of exclusiveness. As is quite clear from the facts, man does not have exclusive rights to divorce in China and as far as I am able to determine, he never did have exclusive rights but since acknowledgement of other than complete right of males to divorce would be inconsistent with the theme of the Great Tradition which emphasizes the male perogatives, it is nearly impossible for the scholar to either confront or overcome the exceptions. Instead, there will be a tendency previously discussed in conjunction with cognitive dissonance theory to either "deny the facts which are not in agreement with the previous knowledge" as is illustrated immediately above in the example of Chiu or to ignore the contrary evidence entirely as in Lang's discussion of divorce (1946).

Conclusions and Suggestions for Future Research

121 562 The Great Tradition of China maintains that the social position of women is extremely low when compared to the social position of men. I have demonstrated by means of a case study of a contemporary Chinese community on Taiwan that women do have a lower status than men but that the differences are not as great as would be expected from a cursory examination of the literature and moreover, that many women play roles simply not permitted by the supposed value system, i.e., household head, political official, potmaster,